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Attorney for Defendant,  
5 GNLV, CORP.

6  
7 UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

8 ALEJANDRO LOPEZ,

9  
10 Plaintiff,

11 vs,

12 Golden Nugget Casino,

13 Defendant.  
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)  
) CASE NO.: 2:17-cv-1712-RFB-VCF  
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15 **STIPULATION AND ORDER FOR PROTECTIVE ORDER**

16 WHEREAS, the parties recognize that the documents/materials have been requested to be  
17 produced that GNLV Corp., d/b/a Golden Nugget Casino (GNLV) claim may be confidential or  
18 contain proprietary information, which should not be disclosed except in a highly restricted  
19 fashion;

20  
21 WHEREAS, the parties desire to litigate this Action without jeopardizing any business,  
22 commercial or proprietary interest in the confidentiality of GNLV'S information and/or materials  
23 and submit that good cause therefore exists for the entry of the following Protective Order  
24 ("Order") which shall govern the use, handling and disclosure of all confidential documents,  
25 material, testimony and information produced or given in this Action which relates in any way to  
26 the materials that are designated to be subject to this Order;

1       **IT IS FURTHER STIPULATED** that this Agreement shall be without prejudice to the  
2 right of the parties to use and request admission into evidence at any trial or hearing of any  
3 document or information which may be designated as Confidential. Further, this Agreement shall  
4 not be deemed to prejudice the right of any party to object to the admissibility of such documents  
5 or information pursuant to the applicable Rules of Evidence or as otherwise provided by law.  
6

7       **IT IS HEREBY STIPULATED** by and between Plaintiff and Defendant as follows:

8       A) If any party to this lawsuit believes that any document it discloses during discovery is  
9 confidential, that party shall designate such documents by marking them with an overlay that  
10 indicates the confidential nature of the documents prior to the time of production. The parties shall  
11 identify confidential documents subject to this Protective Order by marking each page diagonally  
12 (from lower left-hand corner to upper right-hand corner) with the following language:  
13

14       **CONFIDENTIAL SUBJECT TO COURT ORDER ALEJANDRO LOPEZ vs.**  
15       **GNLP CORP., D/B/A GOLDEN NUGGET CASINO**  
16       **UNITED STATES DISTRICT COURT - CASE NO. 2:17-cv-1712-RFB-VCF**

17       B) If a party disputes the confidential designation of any document, counsel for that party shall  
18 notify counsel for the designating party of such objection in writing, and the designating party  
19 shall file a Motion for Protective Order with respect to the challenged documents within 30 days  
20 of receipt of such written notice. If the designating party does not file such a motion within the  
21 30-day period, the documents whose confidential designations are disputed shall be deemed not to  
22 be confidential by agreement of the parties. If a Motion for Protective Order is filed within the  
23 30-day period, the disputed documents and information shall remain subject to the provisions of  
24 this Protective Order, pending a contrary ruling by the Court.

25       C) If a party determines that it is reasonably necessary in conjunction with the prosecution or  
26 defense of claims in this case to include confidential documents, or the information contained  
27  
28

1 therein, or make references thereto in papers filed with this Court or in any presentation to or  
2 before the Court, the documents, papers, and/or transcripts of proceedings shall be labeled as  
3 indicated in Paragraph "A" of this Protective Order and shall be filed under seal, bearing the  
4 following legend clearly written on the face of the sealed envelope under the name and case  
5 number of this action:  
6

7 **CONFIDENTIAL-SUBJECT TO COURT ORDER**

8 **The contents of this envelope are subject to a**  
9 **Protective Order entered by the Court in**  
10 **Alejandro Lopez v. Golden Nugget Casino, et al,**  
11 **United States District Court, Case No. 2-17-cv-**  
12 **1712-RFB-VCF. These materials shall be**  
13 **treated as confidential, and must not be shown to**  
14 **any person except as authorized by an Order of**  
15 **the Court.**

16 D) All documents of any nature, including briefs, which have been designated as "Confidential",  
17 or which contain, append, summarize, excerpt or refer to information which has been designated  
18 "Confidential", and which are filed with the Court, shall be filed with the Court under seal in  
19 Local Rule IA 10-5  
20 accordance with NRCP 26(c)(8). Where possible, only those "Confidential" portions of filings  
21 designated "Confidential" shall be filed under seal. To facilitate compliance with this Order by  
22 the Clerk's office, material filed under these designations shall be contained in a sealed envelope  
23 bearing the appropriate designation on its face. In addition, the envelope shall bear the caption of  
24 this Action, and shall contain a concise, non-disclosing inventory of its contents for docketing  
25 purposes, and shall state thereon that it is filed under the terms of this Order.

26 E) Confidential documents may be used in depositions, but shall remain subject to the Protective  
27 Order. If a confidential document is read into the transcript, or if a party believes that the nature  
28 or content of a confidential document is being revealed in a deposition, the party may designate

1 the pertinent portion of the transcript as confidential and subject to this Protective Order. If the  
2 parties cannot agree on whether any portion of the designated transcript should be deemed  
3 confidential, the party claiming that the transcript should be confidential shall move for a  
4 protective order asking that the disputed portions thereof be deemed confidential. The disputed  
5 transcript shall remain subject to the provisions of this Protective Order, pending a contrary ruling  
6 by the Court.  
7

8 F) Except as otherwise provided herein, all documents and the information contained therein that  
9 are designated as confidential may only be disclosed by parties and the parties' counsel of record  
10 in this case to attorneys, clerks, paralegals and secretaries in the regular employment of the parties'  
11 counsel, and to independent experts and consultants who are employed by a party and  
12 contemplated by **Rule 26 (b) of the Nevada Rules of Civil Procedure**. Said confidential  
13 documents and information shall be used only for the purpose of litigating the claims in this action  
14 and in no event shall be used for any other purpose.  
15

16 G) Prior to disclosing confidential documents, or the information contained therein to any experts  
17 or consultants pursuant to Paragraph "F" hereof, counsel for that party shall first give a copy of  
18 this Protective Order to such person(s), and receive from such person(s) an executed  
19 Confidentiality Agreement wherein such person acknowledges full acceptance of all terms  
20 contained herein. Said Confidentiality Agreement shall be provided to counsel for any other party  
21 within 30 days of such person's execution of the Confidentiality Agreement or upon formal expert  
22 disclosures, whichever is later.  
23

24 H) Upon final termination of this action, including any appeals, all documents designated as  
25 confidential, and all copies, abstracts or summaries thereof, including all copies provided to  
26 experts or consultants, shall be returned to counsel for the designating party. The foregoing shall  
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1 not preclude a party's counsel from retaining his or her own work product which shall be used  
2 only for internal purpose by that attorney or by clerks, paralegals and secretaries in the regular  
3 employment of the party's counsel, and shall not be shared or disclosed to anyone other than these  
4 individuals.

5  
6 I) The terms of this Protective Order shall survive the final termination of this action, shall  
7 continue to bind the parties and their counsel, and the Court shall retain jurisdiction to enforce this  
8 Protective Order.

9 J) Any party may seek to have the Court modify or terminate this Protective Order at any time  
10 such party deems appropriate.

11 DATED this 4 day of <sup>June</sup>~~May~~, 2018

DATED this 7 day of May, 2018

PYATT SILVESTRI

14 By: Alejandro Lopez

15 ALEJANDRO LOPEZ  
16 #1046453  
17 High Desert State Prison  
18 Post Office Box 650  
Indian Springs, Nevada 89070  
Plaintiff in Proper Person

By: Richard J. Pyatt

RICHARD J. PYATT, ESQ.  
Nevada Bar No. 2777  
701 Bridger Avenue, Suite 600  
Las Vegas, Nevada 89101  
Attorney for Defendant

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1 CASE NO.: 2-17-cv-1712-RFB-VCF  
2 ALEJANDRO LOPEZ VS. GOLDEN NUGGET CASINO

3 **PROTECTIVE ORDER**

4 The Court having considered the Stipulation for Entry of Protective Order, and it appearing  
5 that there is good cause for an Order providing confidential treatment for certain documents and  
6 information that may be disclosed or produced during discovery or other proceedings herein,

7 **IT IS HEREBY ORDERED** that the terms of the **Protective Order** be accepted and put  
8 into effect.


9 DATED this 7<sup>th</sup> day of June, 2018

11   
12 **~~U.S. DISTRICT COURT JUDGE~~**

Magistrate

13 Submitted by:

14 PYATT SILVESTRI

15  
16 By:   
17 RICHARD J. PYATT, ESQ.  
18 Nevada Bar No. 2777  
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21 Attorney for Defendant  
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